# UNOFFICIAL<sub>3</sub>COPY 3 4

Ox Coot County Clarks following described premises, to-wit: an the Certificate 10 A S S S A ads gnissalle basesibni You are directed to register the bocoment hereto attached COOK COUNTY, ILLINOIS: TO THE REGISTRAR OF TITLES

TCCC988

Third Principal Meridian, Cook County, Hilinois.

Section 27 13 / Township 42 Horth, Range

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"Property Address");

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ROLLING NEADOWS

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DOCUMENT LR2797429 AND LR2797430, IN COOK COUNTY, OWNERS ASSOCIATION BOTH FILED MARCH 5, 1975 AS MENTS FOR MEADOW EDGE AND FOR MEADOW EDGE HOME-AND ECRESS AS CONTAINED IN DECLEARTION OF EASE-EVERHENTS FOR THE BENEFIT OF PACEL I FOR INCRESS SUBJECT 'TO;

DECEMBER 16, 1975 AS DOCUMUNT NUMBER 2946687. RECISTRAR OF TITLES OF COUNTY, ILLINOIS, ON TO PLAT THEREOF RECISTERED IN THE OFFICE OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING QUARTER OF SECTION 14 TOWNSHIP 42 NORTH, RANGE 10, TOWNSHIP 42 NORTH RANCE ID, AND THE NORTHEAST SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27 IN MEYDOM EDG: NNIL 3' BEING V SUBDIVISION IN THE 80.96 PEET (MEASURED AT RICHT ANGLES) OF LOT 151 THE SOUTHWESTERLY 27.50 PERT OF THE WORTHEASTERLY

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County, Illinois:

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

Alexandria Division

#### ORDER REGIRDING PROPERTY DISPOSITION UNDER FLAN OF REORGANIZATION

This cause came before the Court in connection with the Debtors' Second Amended Joint Plan of Reorganization confirmed herein by the Confirmation Order dated April 25, 1986 and entered April 29, 1986 (the "Plan"; other capitalized words used in this Order shall have the meaning ascribed to them in the Plan, the pertinent definitions of which are annexed hereto), upon the joint motion of the Debtors, the Workout Committee, the Asset Manager, and The First National Bank of Maryland, Trustee.

It appears to the Court that the Properties owned by the Partnerships are dispersed throughout the several States, that the proceedings in this Court heretofore had are not easily accessible to practitioners and examiners of title in

those several States, and that there is a need for an order of this Court which may conveniently be placed of record in the several States to facilitate the search and insurance of title to Properties sold or otherwise disposed of under the Property Disposition Program. The Court, therefore, upon its own record and upon the evidence presented to it, recites and decrees the following:

- was granted relief under and was reorganized pursuant to Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. \$ 1101 et seq. The Plan recame effective on May 12, 1986 (the Effective Date). All appeals from the Confirmation Order have been terminated, and the Confirmation Order is final, no longer subject to appeal.
- 2. Each of the Nonbankrupt Partnerships listed on Schedule 2 hereto voluntarily submitted to administration of its assets in accordance with the terms of the Pian, all of the limited partnership interests therein having been conveyed to the Asset Manager, and all of the general partner interests being subject to the control of the Asset Manager.
- 3. The initial Asset Manager is The Palmieri Company, a California corporation. The Workout Committee is authorized to employ a successor, permanent Asset Manager, and certain holders of First Mortgage Notes are entitled to

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become a substitute Asset Manager with respect to certain properties. Neither the succession of a permanent Asset Manager nor the substitution of an Asset Manager with respect to certain properties shall become effective with respect to properties located in places where this Order has been placed of record unless and until (a) the Secretary of the Workout committee (whose signature is endorsed at the foot hereof) has so certified to this Court and (b) a true copy of such certification has been placed of record in the same place as this Order.

- 4. Under the flan, the Asset Manager is empowered, pursuant to the Property Disposition Program, to sell, convey, deliver title to, or otherwise dispose of any Property owned, as of May 12, 1986 (the "Effective Date"), by any Partnership listed on Schedule 1 or Schedule 2 hereto. Execution of the instrument of sale, disposition, or conveyance by the Asset Manager shall be sufficient without the joinder of any of the general partners of the Partnership.
- 5. Any such Property may, pursuant to the Property Disposition Program, be transferred by the Asset Manager free and clear of the liens securing any First Mortgage Note, any second Mortgage Note, and any Community Second Note, whether or not such Notes have been paid, with the following exceptions:

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- A. The First Mortgage Notes secured by the Properties identified on Schedule 3 hereto (the First Mortgage Notes held on the Effective Date by Class 6 creditors or by creditors of one or more Nonbankrupt Partnerships who have not executed a Mortgage Insurer Agreement (Pool 84-XX)); and
- B. The Second Mortgage Notes secured by the Properties identified on Schedule 4 hereto (the Second Mortgage Notes held on the Effective Date by Class 6 creditors).
- f. The Asset Manager may, after notice and any required hearing in accordance with the Property Disposition Program, obtain a separate order from this Court permitting the Asset Manager to sell Properties of Debtors free and clear of liens other than as set forth in paragraph 5, above.
- 7. In the case of any Property of a Debtor, the making or delivery of any instrument or transfer by the Asset Manager is not and shall not be subject to any law imposing a stamp, real estate transfer or similar tax, as provided in Section 1146(c) of the United States Bankruptcy Code, 11 U.S.C. S 1146(c).
- 8. A warrant in an instrument of transfer of a property by the Asset Manager that the Asset Manager has complied with the provisions of the Property Disposition program necessary to effect such transfer shall be conclusive as to the power of the Asset Manager to convey the right,

title, and interest of the Partnership in the Property. Such warrant will be given by the Asset Manager individually; but the Asset Manager may also, solely on behalf of the Partnership and without individual liability of the Asset Manager to the grantee, include in an instrument of sale, conveyance or other disposition such warranties of title as the Asset Manager may deem necessary or convenient.

- 9. Every instrument of transfer free and clear of liens pursuant to paragraph 5, above, shall recite and describe each such lien and shall contain the warrant of the Asset Manager of compliance with the provisions of the Property Disposition Program with respect to such liens.
- 10. Every instrument of transfer free and clear of liens pursuant to paragraph 6, above shall recite and describe each such lien and shall attach an attested copy of the authorizing order of this Court.
- ment of administrative expenses of bankruptcy under Section 364(d) of the Bankruptcy Code, 11 U.S.C. \$ 364(d), or otherwise, except Properties owned on the Effective Date either by EPIC Associates 83-XXIX or by EPIC Associates 83-XVII, as to which Debtors the Asset Manager is authorized to release such liens and to accept payment of the indebtedness thereby secured. A conveyance by the Asset Manager of a Property

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subject to such a lien shall be deemed to be a release of such lien unless the instrument of conveyance otherwise provides.

Upon the tender of a deed to a Property by the 12. Asset Manager to the holder of the First Mortgage Note secured thereby, or upon the occurrence of the circumstances permitting such tender under the Plan, such holder may foreclose its martgage or deed of trust without leave of this Court and in accordance with applicable non-bankruptcy law. The Asset Manager shall, upon reasonable request, certify such tender or the occurrence of the circumstances giving rise thereto.

Dated: October 28t 1986

V.B. Bostetter, Jr. United States Bankruptcy Judge Cort's Office

WE ASK FOR THIS:

Roger M. Whelan Richard J. Morvillo

Verner, Liipfert, Bernhard, McPherson & Hand, Chartered

1660 L Street, N.W.

Suite 1000

Washington, D.C. 20036

(202) 775-1039

Counsel for Debtors

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Richard S. Empson wall

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Local Counsel for Debtors and for The Palmieri Company

William Daniel Sullivan

7799 Leesburg Pike Suite 1000 Tysons Corner, Virginia 22043

and

Melrod, Redman & Gartlan A Professional Corporation 1801 K Street, N.W. Suite 1100K Washington, D.C. 20006 (202) 822-5326

Secretary and General Counsel to the Workout Committee

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The Clark's Office

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Arnold & Porter 1200 New Hampshire Avenue, N.W. Washington, D.C. 20036 (202) 872-6851

Counsel to The Maryland Deposit Insurance Fund Corporation

Ballard, Spahr, Andrews & Ingersoll 1850 K Street, N.V. Suite 1100K Washington, D.C. 20076 (202) 466-5800

Counsel to The First National Bank Ount Clark's Office of Maryland, Trustee

SEEN AND AGREED:

# DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION OF THE PROPERTY OF THE P

Asset Manager means an entity employed by the Workout Committee to perform the functions set forth in Article VI, including a delegatee of such entity approved by the Workout Committee for a specified task or function.

Community means Community Savings & Loan, Inc., a Maryland chartered savings and loan association.

Community Second Note means a promissory note held by Community which was documented as a Second Mortgage Note. For purposes of payment of claims, Community Second Notes are treated as unsecured claims and accrue no interest after September 5, 1985, whether or not the intended lien of a mortgage or deed of trust was timely perfected with respect thereto.

Confirmation Order means the order of the Bankruptcy Court confirming the Joint Plan, which order shall have the effect of approving and incorporating in the Joint Plan each of the Exhibits to the Joint Plan.

Debtor means any one of the limited partnerships named on Schedule 1.

Effective Date means, except as provided in Subsection H.4 of Article XXII, the first business day that is eleven days after the date on which the Confirmation Order is entered or, in the event that the Confirmation Order is stayed, the third business day following the date on which an order terminating or vacating such stay is entered.

First Mortgage Note means a note, bond, or other evidence of indebtedness secured by a mortgage, deed of trust, or other instrument that constitutes a first consensual lien or charge on a Property.

Joint Plan means this Joint Plan of Reorganization as it may be amended by any duly authorized amendment.

Nonbankrupt Partnership means a limited partnership named on lichedule 2.

Partnership means a Debtor or a Nonbankrupt Partnership.

Property means an individually mortgaged real property (whether or not part of complex of such Properties) and all improvements thereon and all furniture, fixtures, equipment and appliances therein owned by a Partnership, together with all easements and appurtenances, all rights of access, all rights to use common areas, recreational, and other facilities, and all replacements or additions thereto.

Property Disposition Program means the program for the sale or other disposition of Properties by the Asset Manager (or Substitute Asset Manager) described in Article X (or as modified in Article XI).

Reorganization Case means the case filed in the Bankruptcy Court for reorganization of a Debtor under Chapter 11 of the Bankruptcy Code.

Second Mortgage Note means a note, bund, or other evidence of indebtedness secured by a mortgage, deed of trust, or other instrument that constitutes a second consensual lien or charge on a Property, other than a Community Second Note.

Workout Committee means the committee established by Article VII to supervise the actions of the Asset Manager and to administer the Joint Plan.

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Epic Associates 85-V					Epic Associates Ltd., P4
Epic Associates 85-XII					Epic Associates Ltd., P4
Epic Associates 85-XIII					Epic Associates Ltd., P4
Epic Associates 85-XIV					Epic Associates Ltd., P4
Epic Associates 85-XV					Epic Associates Ltd., P4
Epic Associates 85-XXXVI					Midstates Associates I
Epic Associates 85-XL					Midstates Associates II
Epic Associates 85-XL11					Midstates Associates III
Epic Associates Ltd., PM-1					Midstates Associates V
(also known as P.3-XVI)					

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#### SCHEDULE 2-NONBANKRUPT PARTNERSHIPS!

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<sup>1</sup> The Properties of the Nonbankrupt Partnerships whose numbers are enclosed in parentheses were transferred to the Partnership preceding the group.

#### Schedule 3 (Non-Consenting First Mortgage Noteholders)

EPIC Associates Partnership No.	Property	Lender
xv	110 Fairview Drive Stockbridge, Georgia	United Savings of America
	112 Fairview Drivo Stockbridge, Georgia	United Savings of America
	3793 Catalina Drive Marretta, Georgia	United Savings of America
XXXIA	15111 Summerwind Drive Tampa, Florida	Home Federal Bank of Florida
83-LX	1730 Camino Palmero* Los Angeles, Calif. Unit Nos. 304, 305, 308, 311, 315, 318, 319, 405, 408, 410, 412, 415, 416, 419, 420	First National Bank of Md., Trustee for Pool 84-XX
O COOL		First National Bank of Md., Trustee for Pool 84-XX
	437, 438 1735 North Fuller* Los Angeles, Calif. Unit Nos. 245, 246, 303, 327, 325, 330, 422, 427, 420, 429	First National Bank of Md., Trustee for Pool 84-XX
	7300 Franklin Avento* Los Angeles, Calif. Unit Nos. 349, 350, 351, 352, 353, 354, 355, 356	Pirst National Bank of Md., Trustee for Pool 84-XX
82-1,XVII	1737 Frankford Road Carrollton, Taxas Unit Nos. 102, 201, 404, 502, 503, 602, 1203, 1204, 1301, 1302, 1503, 1504, 1601, 1602, 1603, 1703, 1704, 1904, 2003, 2004, 2103, 2104, 2203, 2204, 2303, 2304, 2404, 2603, 2702, 2704, 2801, 2802, 2901, 2902, 3002, 3501, 3503, 3504, 3601, 3603, 3702, 3801	38632

<sup>\*</sup> Part of single project with principal entrance at 1730 Camino Palmero.

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#### Schedule 3 (Continued)

EPIC Associate Partnership No		Property			Lander	
XXV	3700	DEMILLE COURT	VIRGINIA SEACH	VA	LIFE FEDERAL	SAVINGS & LOAM
	2701	DEMELLE COURT	VIRGINIA BEACH	YA	LIFE PEORRAL	SAVINGS & LOAN
	3700	DEMILLE COURT	VIRGINIA BEACH	YA		SAYINGS & LORN
	3704	DENILLE COURT	YINGINIA BEACH	YA	LIFE FEDERAL	SAVINGS & LOAN
•	3703	DEMILLE COURT	VIRGINIA SEACH	VA	LIFE PEDERAL	SAYTHOS & LOAN
	5097	SEACHWALK DRIVE	VIRGINIA BEACH	YA	LIFE FEDERAL	SAVINGS & LOAN
	5093	BERCHWOLK DRIVE	KORSE RINIDRIY	YA	LIFE FEDERAL	SAVINOS & LOAN
	5489	BERCHURLE DRIVE	VINGINIA BEACH	VA	LIFE FEDERAL	SRYSHOS & LOAN
<b>'</b> O <sub>4</sub>	5904	COMMONLEALTH PLACE	YIRGINIR BEACH	YA	LIFE FEDERAL	SAYINGS & LOAN
70_	5906	COMMONWEALTH PLACE	VIRGINIA BEACH	YA	LIFE FEDERAL	SAVINGS & LOAN
Q,	5908	COMMONMENTH PLACE	VIRGINIA MEACH	VA	LIFE PEDERAL !	SAVINGS & LOAN
	4910	COMMONMENT H PLACE	VINCINIA BEACH	YA	LIFE PEDERAL 1	ERY (NOS & LORN
	2492	PERCHADOD DRIVE	PORTSMOUTH	VA	LIFE PEDERAL S	SAVINGS & LOAN
	380 /	PERCHADOD ORIVE	PORTSHOUTH	YA	TIME PEDERAL :	SAVINGS & LOAN
	3808	PERCHUBOD DRIVE	PORTSMOUTH	VA	LIFE FEDERAL S	SAYINGS & LOAN
XXVII	3858	RE SY CLESCENT	Alacinia Beuch	YĄ	LIFE FEDERAL S	SAVINGS & LOAN
	3833	BETSY CAECCENT	AISCINIU BEUCH	YA	LIFE FEDERAL S	SAALINGS 4 FOUN
	3837	BETSY GHEFLENT	VINCINIA SEACH	YA		ERYTHUS & LORM
13:	1333	SHE MIJERN STEW	VINCINIA BEACH	VA :	LIFE FEDERAL S	IRVINGS & LOAM
VVV	1352	MHILE WHEFIN FUNG	VIRGINIA BEACH	va ;	LIFE FEGERAL S	INVINCE & LOAH
XXX	908	THORNALLL PLACE	HOLDER BEACH	ŸA	LIFE FEDERAL S	
	913	THORNHILL PLACE	A, ACTHIA BEUCH	YA	LIFE FEOERAL A	
VIXXX	910	THORNHILL PLACE	Alsulvia BEUCK	VR.	LIFE FEDERAL 3	
264323# A	1800	WINTER PARK COURT	YIRGINI' PLACH	¥#	LIFE FEDERAL S	
	1404	WINTER PARK COURT	VIRGINIA BLACH	AN.	LIFE PEDERAL 3	
	1000	WINIER PARK COURT	VIRGINIA BERCH	۷)	LIFE FEDERAL S	
	1809	WINTER PARK COURT	ALECINIA BEACH		LIFE FEDERAL S	
	1001	UINTER PARK COURT	VIRGINIA BEACH	у.	LIFE FEDERAL S	
	3611	STATE FLOWER COURT	VIRGINIA BEACH	VA	LIFE FEDERAL S	
	3108	SERING BLOOM DRIVE	PORTSMOUTH	Yn	TE FENERAL S	
	3804	SPRING BLOOM DRIVE	PORTSMOUTH PORTSMOUTH	YA YA	LIFE FEDERAL S	
	3800	SPRING BLOOM DRIVE		VA Va	LIFE FEDERAL S	
VXX	4908	UNITEWOOD LANE	PORTSMOUTH. VIRGINIA BEACH	AU .	LIFE FEDERAL S	
	4904	WHITEWOOD LANE	VIRGINIA BEACH	VA .	LIFE FEDERAL S	
4900 XCIX 5200	WHITEWOOD LANE	VIRGINIA BEACH	VA	LIFE FEDERAL SI		
	5200	GRIL ORIVE	AINGININ BENCH	VR	LIFE FEOERAL S	A Committee of the Comm
	5212	GRIL DRIVE	VIRGINIA BERCH	YA	LIFE FEDERAL SE	
XXX	16033	FROST DRIVE	HUDSON	FL	FIRST SAVINGS	BANK OF FLA, FSB
	16039	FROST DRIVE	HUDSON	FL	FIRST SAVINGS	BANK OF FLA, FSD
	14105	FROST ORIVE	HUDEON	FL	FIRST SAVINGS	BANK OF FLA, FEB
VXXX	2500	BOUTH CHRHEGIE STREET		FL	FIRST SAVINGS	BANK OF FLA. FS9
IVXXX	1517	BLING POND AVENUE	LUIZ	FL	FIRST SAVINGS	BRMK OF FLA. FSB
and the second s		•				

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#### Schedule 4 (Non-Consenting Second Mortgage Noteholders)

EPIC Associates Partnership No.	Property	Londer
84-LXIV	118 La Salle Springs Conroe, Texas 77304	Peter W. Richardson Amanda B. Richardson
84-LXIV	12039 Pine Ridge Road Sandy, Utah	Gerry Higgs
84-LXIV	4133 North 79th Drive Phoenix, Arizona	J.H. Champagne
O)r		
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Robert M. Wily, Clerk

By Doputy Clerk

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CAROL MOSECEY BRAUN REGISTRAR OF TITLES

SI & Hd 1330 EE8 58

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100 North LaSalle Street Suite 400 First American Title Insurance Company of the Mid-West FATER

 750-6780

Chicago, Illinois 60602